

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marina District Finance Company, Inc.		08/04/2010	CORPORATION: NEW JERSEY
Marina District Development Company, LLC		08/04/2010	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	45 Broadway		
Internal Address:	14th Floor - Attention: CMES, Specialized Agency & Trust - Administrator, Marina District Finance Company		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10006		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3253836	BORGATA	
Registration Number:	3257953	POWER PRIZE JACKPOT AND PLAYERS CARD BONUS	
Registration Number:	3279368	BORGATA	
Registration Number:	2857893	MIXX	
Registration Number:	2856004	GO TO YOUR HAPPY PLACE	
Registration Number:	2849691	BORGATA	
Registration Number:	2861458	BORGATA HOTEL CASINO & SPA	
Registration Number:	2826573	BORGATA HOTEL CASINO & SPA	
Registration Number:	2811863	BORGATA HOTEL CASINO & SPA	
Registration Number:	2858017	GO TO YOUR HAPPY PLACE	
Registration Number:	2859034	GO TO YOUR HAPPY PLACE	

OP \$565.00 3253836

900168839

TRADEMARK
 REEL: 004256 FRAME: 0050

Registration Number:	2891997	RAPID PAY
Registration Number:	3308049	REVEL
Registration Number:	3261778	REVEL
Registration Number:	2855333	REVEL
Registration Number:	2855332	REVEL
Registration Number:	2931721	BORGATA
Registration Number:	2872782	BORGATA
Registration Number:	3653198	SLOT DOLLARS
Registration Number:	2771933	BORGATA
Registration Number:	2779763	THE BORGATA
Registration Number:	2782134	THE BORGATA

CORRESPONDENCE DATA

Fax Number: (212)344-6101

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212.908.3956

Email: adam.jachimowski@thompsonhine.com

Correspondent Name: Adam F. Jachimowski

Address Line 1: 335 Madison Avenue

Address Line 2: 12 Floor

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	073182-00151
NAME OF SUBMITTER:	Adam F. Jachimowski
Signature:	/Adam F. Jachimowski/
Date:	08/06/2010

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 6, 2010, is made between MARINA DISTRICT FINANCE COMPANY, INC., a New Jersey corporation (the "Borrower"), MARINA DISTRICT DEVELOPMENT COMPANY, LLC, a New Jersey limited liability company ("MDDC") and any future Subsidiary, if any, of the Company or MDDC that becomes a party to this Agreement (each such party other than the Company is referred to herein as a "Subsidiary Grantor" and together with the Company, MDDC and any other Person agreeing to be bound hereby as a "Grantor" are collectively referred to herein as the "Grantors") in favor of and for the benefit of WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), as Collateral Agent (together with any successor appointed pursuant the Credit Agreement (as hereinafter defined) and the Senior Notes Indenture (as hereinafter defined), the "Collateral Agent");

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of even date herewith (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Grantors, the various financial institutions as are, or may from time to time become, parties thereto (each individually a "Lender" and collectively the "Lenders"), and the Administrative Agent, the Lenders and the L/C Issuer have extended Commitments to make Credit Extensions to the Grantors, and pursuant to (a) that certain Indenture dated as of the date hereof (said agreement, as it may hereafter be amended, modified, supplemented or restated from time to time, being the "Senior Notes Indenture"), among the Borrower, MDDC and U.S. Bank National Association, as trustee (in such capacity, the "Senior Notes Trustee"), and (b) the Registration Rights Agreement (as defined in the Senior Notes Indenture), the Borrower has agreed to issue Senior Secured Notes (the "Senior Secured Notes");

WHEREAS, in connection with the Credit Agreement and the Senior Notes Indenture, the Grantors have executed and delivered a Security Agreement, dated as of even date herewith (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement and the issuance of the Senior Secured Notes under the Senior Notes Indenture, each Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the L/C Issuer to make Credit Extensions (including the initial Credit Extension) to the Borrower pursuant to the Credit Agreement, to induce the Secured Parties to enter into Rate Protection Agreements, and to induce the Senior

Noteholders to purchase Senior Secured Notes, each Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, each Grantor hereby assigns and pledges to the Collateral Agent for its benefit and for the ratable benefit of each of the Secured Parties and hereby grants to the Collateral Agent for its benefit and for the ratable benefit of each of the Secured Parties a first priority security interest and Lien in such Grantor's right, title and interest to all of the following, whether now owned or hereafter acquired or existing by such Grantor (the "Trademark Collateral"):

(a) all registered and common law trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses, including each material Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) of this Section 2;

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b) of this Section 2; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any property as to which the grant of a security interest would constitute a violation of a valid and enforceable restriction on such grant in favor of a Governmental Authority or in favor of a third party, unless and until any required consents shall have been obtained. Each Grantor agrees to use its commercially reasonable best efforts to obtain any such required consent.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of recording the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full in cash of all Secured Obligations, including the termination or expiry of all Letters of Credit, the termination of all Swap Contracts to which a Secured Party is a party and the termination of all Commitments, the Collateral Agent shall, at the Grantors' expense, execute and deliver to the Grantors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder and reassign any and all rights in the Trademark Collateral to the Grantors.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

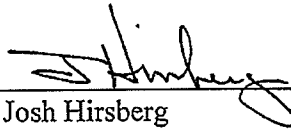
SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

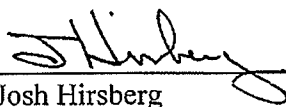
MARINA DISTRICT FINANCE COMPANY,
INC., a New Jersey corporation

By: 
Name: Josh Hirsberg
Title: Vice President, Chief Financial Officer and
Treasurer

MARINA DISTRICT DEVELOPMENT
COMPANY, LLC, a New Jersey limited liability
company

By: Marina District Development Holding Co.,
LLC, a New Jersey limited liability
company
Its: Sole Member

By: Boyd Atlantic City, Inc.,
a New Jersey corporation
Its: Managing Member

By: 
Name: Josh Hirsberg
Title: Vice President

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MARINA DISTRICT FINANCE COMPANY,
INC., a New Jersey corporation

By: _____
Name:
Title:


MARINA DISTRICT DEVELOPMENT
COMPANY, LLC, a New Jersey limited liability
company

By: Marina District Development Holding Co.,
LLC, a New Jersey limited liability
company
Its: Sole Member

By: Boyd Atlantic City, Inc.,
a New Jersey corporation
Its: Managing Member

By: _____
Name:
Title:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: 
Name: Michael Pinzon
Title: Vice President

ACKNOWLEDGMENT

State of New Jersey)
) ss.
County of Atlantic)

On August 4, 2010, before me, MARGARET E. ELEVICH, a Notary Public, personally appeared Josh Hirsberg, who stated to me that he is the Vice President of Boyd Atlantic City, Inc., a New Jersey corporation, as managing Member of Marina District Development Holding Co., LLC, as Sole Member of Marina District Development Company, LLC, and Vice President, Chief Financial Officer and Treasurer of Marina District Finance Company, Inc., whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Margaret E. Elevich
Notary Public

MARGARET E. ELEVICH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 11, 2013

Attachment 1

Item A – Trademarks

Reg. Number	Word Mark	Trademark
78977691	3253836	BORGATA
78800680	3257953	POWER PRIZE JACKPOT AND PLAYERS CARD BONUS
78579998	3279368	BORGATA
78202049	2857893	MIXX
78253869	2856004	GO TO YOUR HAPPY PLACE
78206891	2849691	BORGATA
78183961	2861458	BORGATA HOTEL CASINO & SPA
78183960	2826573	BORGATA HOTEL CASINO & SPA
78183959	2811863	BORGATA HOTEL CASINO & SPA
78253865	2858017	GO TO YOUR HAPPY PLACE
78253867	2859034	GO TO YOUR HAPPY PLACE
78253827	2891997	RAPID PAY
78233836	3308049	REVEL
78233834	3261778	REVEL
78233833	2855333	REVEL
78233832	2855332	REVEL
78206796	2931721	BORGATA
78206794	2872782	BORGATA
77407258	3653198	SLOT DOLLARS
75653806	2771933	BORGATA
75653819	2779763	THE BORGATA
75653817	2782134	THE BORGATA

Item B – Trademarks

License agreement between MGM Grand Hotel, LLC and MDDC for the right to use the Seablue name for Borgata's fine dining restaurant managed by the Michael Mina Group.

Boutique Agreement with IT USA (to operate a "Just Cavalli" retail store in The Water Club; Agreement provides for a license to use the "Just Cavalli" name.

Boutique Agreement with La Perla to operate a "La Perla" retail store in The Water Club; Agreement provides for a license to use the "La Perla" name.

Trademark and Service Mark License Agreement with MDO Development Corporation to use the name "Water Club".